

complaint

Mr G complains The Prudential Assurance Company Limited failed to protect his data relating to his policies and information was disclosed to his ex-wife. He says he was not told his premiums weren't being paid on his whole of life policy and he's annoyed that he has lost many years of bonuses. He's also unhappy about how long it took them to action his surrender request.

background

Mr G insisted he had never been told about the premiums being stopped and only became aware of this issue recently.

He further complained that Prudential failed to spot that his ex-wife had forged his signature in 1996 and 1997, and wrongly provide her with information about his policy thereby breaching his data protection rights.

He also said that when he asked Prudential to send him a form to facilitate the surrender of his policy in 2017 it did nothing about this, requiring him to ring a week later to get this actioned. He said he was then wrongly told the money could be paid into his wife's account resulting in further delay. He said this preventing him from access the proceeds when he'd intended to.

He wanted compensation for each of these issues including something for the trouble and inconvenience caused.

Prudential rejected Mr G's complaint, saying:

- He had been informed about the non-payment of premiums at the time
- It accepted, in good faith, that this was Mr G's signature and had no reason to consider that it might have been forged
- It did not respond to Mr G's allegations about its poor service re the surrender

An adjudicator at this service didn't believe Mr G's complaint should be upheld.

He felt Mr G had brought his complaint about the non-collection of premiums outside of our time limits. This was because he'd brought his complaint about this issue more than six years after the problem and more than three years after Mr G had become aware of this.

He acknowledged that Prudential had made a mistake in providing information based on a fraudulent signature and that this had led to a data protection breach. But he said that Mr G's ex-wife had taken no action as a result of any information she'd received, and Mr G's policy had continued to operate unaffected by this breach. As a result, he had suffered no loss and he didn't feel this therefore warranted compensation.

He recognised that Prudential had initially given Mr G incorrect advice but said it had been quick to put this right. Also, given Mr G's banking situation he didn't believe this had, in practice, delayed him actually receiving the proceeds – and hadn't therefore suffered any loss.

Overall, he didn't feel these issues warranted a payment for trouble and upset.

Mr G did not agree and said:

- Prudential never told him that he was not paying premiums and he was unaware of this until 2016; his independent financial adviser being aware is not the same as the Prudential telling him this
- Prudential breached the data protection act and should be punished for this
- He was annoyed that the adjudicator said that any decision by an ombudsman is unlikely to be different
- He does not complain often and takes this matter very seriously

my findings

I've firstly considered all the evidence to decide whether we are entitled to consider the issue of the premiums being discontinued. Having done so, and having checked that Prudential did not give us consent to consider this issue, I am satisfied this matter is not within our jurisdiction to consider.

This is because the evidence strongly suggests Mr G did first become aware the premiums had lapsed in 2002 when, according to Prudential's records, he rang to speak about this issue. Also, in 2003 Prudential informed his financial advisor that the premiums had been stopped in 2001 and it was too late to restart them. I see no reason why his advisor would not have informed him of this.

For these reasons, I think it is more likely than not that Mr G firstly became aware of this more than three years before he registered his complaint recently. I cannot therefore look into this issue now.

I've then considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of the other aspects of Mr G's complaint.

I fully understand why Mr G should feel so aggrieved at his ex-wife being given details about his policy. Whether it could or should've done more to ascertain whether the signature was genuine, this was still a breach of Mr G's data protection rights.

That said, this occurred a decade or more ago, did not result in Mr G's ex-wife getting access to the policy's funds or affect its value or status in any way. In this light, I don't think it is necessary to instruct Prudential to pay compensation for this.

I also believe Prudential's error when dealing with the surrender resulted in a very brief delay given the subsequent speed with which they then processed and paid Mr G the surrender value. I also do not feel this warrants a payment for trouble and upset.

Finally, I note Mr G's comments about the adjudicator but my role is solely consider the merits of a complaint once it has been passed to me.

my final decision

I do not uphold this complaint or make any award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 25 October 2017.

Tony Moss
ombudsman